

2.2 NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid:

- If to Grower to:

- If to Owner to:

Heartland Pork Enterprises, Inc.
15491 State Hwy 941
Alden, IA 50006-9103
% Mr. Bruce Rastetter

2.3 CREDIT REPORT. Owner agrees to permit Grower to check upon its credit rating with Owner's bank and other creditor, and agrees to provide available credit information to Grower upon its request. Grower agrees to do likewise and authorize Owner to conduct credit checks.

2.4 LIMITATION OF LIABILITY. Grower shall not be liable for any losses outside of its control or beyond the scope of the express responsibilities imposed by the terms of this contract. Owner agrees that Grower is neither an agent or employee of Owner and Grower shall save and hold harmless Grower from any damages or expenses that Owner may incur as a result of Grower's services under this Agreement.

2.5 AMENDMENTS. This Agreement sets forth the entire understanding of the parties and it may be amended or modified by, and only by, a written instrument executed by the parties hereto.

2.6 EXPENSES. Except as otherwise provided herein, all legal, accounting, and other costs and expenses incurred in connection with this Agreement and any related agreement(s) and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

2.7 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. This Agreement shall not be assigned by any party thereto except upon the written consent of the other parties. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of the Agreement.

2.8 SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction.